

**GOLDBERG
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Retired:
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Of Counsel:
THEODORE GOLDBERG
MARK C. MEYER
CINDY STINE

POWER OF ATTORNEY

The undersigned appoints GOLDBERG, PERSKY & WHITE, P.C. to be my attorneys to represent me in a personal injury claim for concussion-related brain injuries which I sustained as a result of my NFL football career.

It is agreed and understood that Goldberg, Persky & White, P.C. will make an investigation to determine whether to file a lawsuit on my behalf against the National Football League, Riddell and/or other manufacturers of football helmets, and/or other potential defendants. It is agreed and understood that Goldberg, Persky & White, P.C. is under no obligation to file a lawsuit. It is further agreed and understood that Goldberg, Persky & White, P.C. is under no obligation to file an appeal from any adverse determination of any court.

Because my attorneys must rely on information I provide in investigating my claim, I agree that I will provide truthful information to my attorneys. I further agree that I will cooperate and participate with my attorneys in the conduct of my lawsuit, in the event such a lawsuit is filed.

I agree that the attorney's fees for services rendered shall be *forty percent (40%)* of the gross amount that is received or collected by reason of any suit or by reason of any settlement, unless a different percentage is required by applicable state law, plus reimbursement of all advanced costs if an action is filed in court or arbitration.

I understand that Goldberg, Persky & White, P.C. may retain other counsel to co-represent me in the prosecution of the litigation. This shall be without change in my fee agreement. All attorneys will divide all fees between themselves.

It is understood the litigation may involve multiple plaintiffs and all costs incurred by my attorneys during this litigation may be pro-rated among each plaintiff.

It is agreed and understood that this employment is upon a contingent fee basis, and if no recovery is made, I will not be indebted to my said attorneys for any sum whatsoever as attorney's fees or costs.

I understand that Goldberg, Persky & White, P.C. does not keep hourly time records in contingency fee matters such as this one. I further understand that if Goldberg, Persky & White, P.C. is successful in representing me in this matter, the time that Goldberg, Persky & White, P.C. lawyers have spent winning or settling cases for me may or may not result in compensating Goldberg, Persky & White, P.C. at an effective hourly rate greater or lesser than the prevailing hourly rate charged by lawyers in

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my community in non-contingency fee cases, cases where such lawyers do not assume the financial risk of loss assumed by law firms like Goldberg, Persky & White, P.C., which handles contingency fee cases.

I also understand that instead of retaining Goldberg, Persky & White, P.C. on the contingency fee basis outlined in this Agreement where I do not have to pay my attorneys unless and until I win or settle my claim, Goldberg, Persky & White, P.C. has offered to discuss with me, if I wish, representing me on a fee-paying basis instead where I would have to pay my attorneys on an hourly basis whether or not I win. I also understand that I could attempt to retain other attorneys to represent me by paying them an hourly rate instead of being represented on a contingency fee basis.

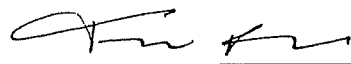
I understand that all such costs of prosecution that I may owe on any recovery I may receive as a result of this representation will be deducted from my settlement or judgment proceeds after my attorney's contingency fee has been calculated and deducted from the gross proceeds.

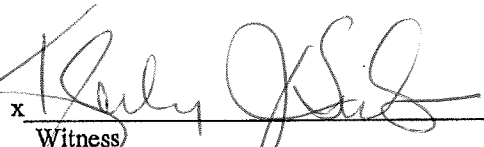
I understand that this Power of Attorney may be revoked by my attorneys consistent with their ethical obligations.

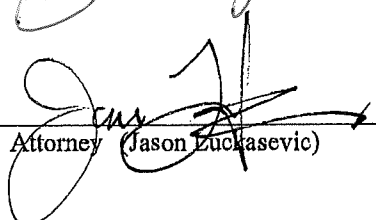
I understand that my attorneys have made no representations or guarantees as to the outcome of this litigation.

I have had the opportunity to fully review and consider the Power of Attorney Agreement and have had my questions and concerns answered to my satisfaction. I believe that it is in my best interest to retain Goldberg, Persky & White, P.C. to represent me on the contingency fee basis outlined in this Agreement.

IT IS DISTINCTLY UNDERSTOOD that GOLDBERG, PERSKY & WHITE, P.C. or any of my attorneys are not to make any settlement without my oral or written consent.

x  10/5/11
Tina Ricks, Personal Representative Signature/Date
of the Estate of Andre M. Waters

x  10/5/11
Witness Signature/Date

x  10/5/11
Attorney (Jason Luckasevic) Signature/Date